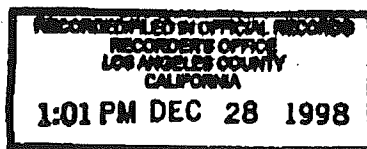


98 2340918

RECORDING REQUESTED BY
 COUNTY SANITATION DISTRICT NO. 5
 OF LOS ANGELES COUNTY
 1856 WORKMAN MILL ROAD
 P.O. BOX 4888
 VANITY, CA 90077-4888

WHEN RECORDED, MAIL TO ABOVE ADDRESS
 ATTN: HARRY HARRIS
 PLANNING & PROPERTY
 MANAGEMENT SECTION



AGREEMENT

FREE F 13

THIS AGREEMENT is made and entered into this 18th day of November 1998 by and between COUNTY SANITATION DISTRICT NO. 5 OF LOS ANGELES COUNTY, a body corporate and politic, hereinafter referred to as "DISTRICT" and, BOJING REALTY CORPORATION, a California Corporation, hereinafter referred to as "DEVELOPER":

WITNESSETH

WHEREAS, DISTRICT owns, operates and maintains a sewer facility in the City of Los Angeles identified as 203rd Street Trunk Sewer, hereinafter referred to as Existing Sewer; and

WHEREAS, Existing Sewer is in part located on property owned by DEVELOPER pursuant to an easement deed; and

WHEREAS, DEVELOPER proposes to demolish existing industrial improvements on the property and subdivide it for sale as smaller vacant industrial and commercial lots ("Development"); and

WHEREAS, DEVELOPER proposes to abandon and relocate a portion of the Existing Sewer to accommodate the Development; and

WHEREAS, such abandonment and relocation shall be effectuated by construction of a new 21 inch diameter sewer approximately 2,550 feet in length and appropriate closure of the abandoned sewer (hereinafter referred to as "Sewer Relocation"), to be described and located in accordance with the engineering plans and specifications set forth in Drawing No. 5-p-111 and the general location indicated in Exhibit "A" attached hereto; and

203rd Street Trunk Sewer Relocation
 CSD CONTR # 3629

WHEREAS, DEVELOPER accepts full obligation and responsibility for all actions associated with the Sewer Relocation; and

WHEREAS, DISTRICT has determined that the Sewer Relocation would not have any adverse impact on the remaining portions of the Existing Sewer or otherwise adversely affect **DISTRICT's** operations.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. **DEVELOPER** or its agents, at no cost to **DISTRICT**, shall prepare detailed engineering plans and specifications for the construction of the Sewer Relocation, and designated as Drawing No. 5-p-111, and submit them to **DISTRICT's** Chief Engineer and General Manager for review and approval. The engineering plans and specifications shall conform to the standard **DISTRICT** requirements. **DISTRICT's** approval is required to ensure suitability for **DISTRICT's** ownership, operation, and maintenance of the Sewer Relocation, including transfer of wastewater flows.
2. **DEVELOPER** or its agents shall acquire, at no cost to **DISTRICT**, all permits, occupational rights of way and permanent easements necessary for the construction and future operation and maintenance of the Sewer Relocation.
3. **DEVELOPER** shall construct, or cause to be constructed, at no cost to **DISTRICT**, the Sewer Relocation by a contractor appropriately licensed by the State of California and in strict compliance with the engineering plans and specifications set forth in Drawing No. 5-p-111 approved by **DISTRICT's** Chief Engineer and General Manager and designated as the 203rd Street Trunk Sewer Relocation. **DISTRICT** may change the approved plans and specifications with respect to the abandoned portion of the Existing Sewer, which shall be effective upon written notification to **DEVELOPER**. **DEVELOPER** shall assume all financial responsibility for the construction and all costs incidental thereto.
4. **DEVELOPER** acknowledges and agrees that the Sewer Relocation may be regarded as a public work and that there are legal requirements applicable to a project regarded as a public work including, but not limited to, payment of prevailing wages, mode of selecting a contractor, selection of subcontractors, and administration of the construction contract, and **DEVELOPER** agrees to identify and comply with all applicable laws as if **DISTRICT** was owner and a party to the contract of

construction contemplated hereby. DEVELOPER agrees to hold DISTRICT, its officers, agents and employees harmless from all claims and costs and assume the defense of all actions arising out of DEVELOPER's non-compliance with any applicable laws arising out of the Sewer Relocation. DEVELOPER shall provide to DISTRICT a bond, letter of credit or other security in a form acceptable to DISTRICT's Chief Engineer and General Manager for the amount of three hundred and fifty thousand dollars (\$350,000) as a guarantee of DEVELOPER's performance of each of these obligations to comply with applicable laws until 90 days after the Sewer Relocation is accepted by DISTRICT.

Should DEVELOPER elect not to proceed with the Sewer Relocation, upon written notification of DEVELOPER's intent not to proceed, received by DISTRICT prior to DEVELOPER's commencement of construction of the Sewer Relocation, this Agreement will be terminated and DISTRICT shall release DEVELOPER's security within 15 working days from receiving such notice. Should DEVELOPER's security be in the form of a cash deposit, DISTRICT shall release the full amount without any deduction whatsoever.

5. DEVELOPER shall convey to DISTRICT without cost, free and clear of any claims, liens or encumbrances, title to the Sewer Relocation and the necessary easements for portions of the Sewer Relocation not within public right of way.
6. DISTRICT shall accept a tender of conveyance of title to the Sewer Relocation and quitclaim (as defined in paragraph 6(e)) to DEVELOPER the easement and the abandoned portion of the Existing Sewer within DEVELOPER's property if DISTRICT determines to its reasonable satisfaction that:
 - (a) DEVELOPER and its construction contractor have constructed the Sewer Relocation in strict accordance with the Engineering Plans and Specifications per Drawing No. 5-p-111 and in compliance with the latest edition of the *Standard Specifications for Public Works Construction* as adopted by DISTRICT, and DISTRICT's latest Amendments thereto in effect at the time DEVELOPER awards the contract for the construction of the Sewer Relocation (together the "Amended Standard Specifications");
 - (b) DEVELOPER has satisfied all conditions of this Agreement;
 - (c) There are no legal actions pending concerning the Sewer Relocation;

- (d) Such tender is made prior to July 1, 1999;
- (e) The Quitclaim Deed shall quitclaim DISTRICT's abandoned sewer and easement rights in DEVELOPER's property not reasonably required for the Existing Sewer and the Sewer Relocation. The Quitclaim Deed will not be delivered unless DISTRICT is reasonably satisfied that the condition of the abandoned sewer complies with all laws, regulations and requests of regulatory agencies. DEVELOPER shall prepare, to DISTRICT's reasonable satisfaction, such document and legal description as may be necessary.

Compliance shall be in part determined by DISTRICT's construction inspector. DISTRICT's construction inspector shall, at the expense of DISTRICT, inspect pipe subbedding, pipe bedding, pipe laying, pipe testing, and manhole construction. Written approval by DISTRICT's construction inspector of the DISTRICT's inspected activities, including those items specified in paragraph 8, shall be required as a condition for acceptance of title to the Sewer Relocation. All other activities such as trenching, consolidation of backfill, paving and street work installed by or on behalf of DEVELOPER shall be done in accordance with local city and/or county requirements and inspection related to these activities shall be the responsibility of DEVELOPER..

7. DEVELOPER shall name DISTRICT as an additional named insured on the policy of liability insurance, provided for in Section 7-3 of the Amended Standard Specifications, and furnish DISTRICT with a copy of that policy.
8. DEVELOPER shall cause inspection and supervision of construction of the Sewer Relocation as owner of the project. DEVELOPER shall cause to be provided continuous access during standard business hours for DISTRICT staff or its agents in order to afford DISTRICT the opportunity to inspect the construction of the Sewer Relocation, specifically the sewer pipe, pipe subbedding, pipe bedding, pipe laying, pipe testing, and manholes. Construction survey for the Sewer Relocation shall be the responsibility of DEVELOPER.. DISTRICT may, at no cost to DEVELOPER, survey to determine grade and alignment and conduct a final survey. DEVELOPER shall cause to be made available for inspection by a DISTRICT representative, the sewer pipe, manhole frame covers, and manhole shafting at the manufacturer's facility. Sewer Relocation pipe and manhole shafting shall be approved by DISTRICT representative prior to delivery to the job site. DEVELOPER shall cause the Sewer Relocation to be constructed to DISTRICT's satisfaction and in accordance with the provisions of this Agreement and all documents incorporated herein. DISTRICT's inspection is for the sole purpose of determining whether DISTRICT will accept the Sewer Relocation.

Upon completion of construction and before diversion of wastewater flow into the Sewer Relocation, DEVELOPER shall conduct a Closed Circuit Television (CCTV) inspection of the Sewer Relocation as directed by DISTRICT and as provided in the Amended Standard Specifications. A video tape recording of the CCTV shall be submitted to the DISTRICT for review and all damaged or poorly constructed pipe and pipe joints, if any, shall be replaced at no cost to DISTRICT prior to DISTRICT accepting ownership of the Sewer Relocation.

9. DEVELOPER shall advise DISTRICT of the anticipated dates of construction and DISTRICT may file and record a *Notice of Non-responsibility* in accordance with Civil Code Section 3094. Construction involving sewer pipe, pipe subbedding, pipe bedding, pipe laying, pipe testing, and manholes of the Sewer Relocation shall be completed within 40 consecutive working days as defined in Section 6-7 of the Amended Standard Specifications, from the day commencement of construction occurs. Failure of the DEVELOPER to complete the said construction within the time allowed will result in additional inspection cost to DISTRICT: for each additional working day, DEVELOPER shall pay to DISTRICT the liquidated damages amount provided in Section 6-9 of the Amended Standard Specifications. DEVELOPER agrees that construction of Development and Sewer Relocation shall not restrict DISTRICT's access to Existing Sewer for operation and maintenance and emergency purposes. DEVELOPER shall bind its construction contractor to diligently pursue completion of the Sewer Relocation. DISTRICT shall not be regarded as Owner; however, to minimize any potential conflict, DEVELOPER shall cause its contractor to provide performance, labor and materialmen bonds acceptable to DISTRICT's Chief Engineer and General Manager. Copies of the bonds must be furnished to DISTRICT's Chief Engineer and General Manager, prior to DISTRICT's approval of this Agreement.
10. Upon completion of the construction of the Sewer Relocation and written approval by DISTRICT's inspector, DEVELOPER shall sign, verify and record a *Notice of Completion* in accordance with Section 3093 of the Civil Code and in general form of Exhibit "B" attached hereto. Without cost to DISTRICT, DEVELOPER at the time of completion of construction shall execute and deliver to DISTRICT a recordable Bill of Sale and Grant of Easement, if necessary, acceptable to DISTRICT and in the general form of Exhibit "C" attached hereto. DISTRICT may accept the ownership of the proposed Sewer Relocation no earlier than 35 days after recordation of the Notice of Completion of construction of the Sewer Relocation, by recording the Bill of Sale and Grant of Easement. DISTRICT shall not accept the Sewer Relocation unless it is free and clear of all liens or claims, and unless constructed to DISTRICT's satisfaction in accordance with the requirements of this Agreement.


11. Upon acceptance and reconnection of title of the Sewer Relocation, **DISTRICT** shall use, operate and maintain the Sewer Relocation as part of **DISTRICT's** sewerage system.
12. **DEVELOPER** is responsible for all costs, expenses, and liabilities and will hold **DISTRICT**, its officers, agents, and employees free and harmless from all claims, demands, and costs and assume the defense of all actions for damages or injuries arising from or in any way associated with the following:
- (a) Ownership, operation, and maintenance of the Sewer Relocation prior to its acceptance by the **DISTRICT**;
 - (b) Construction of the Sewer Relocation (which includes closure of the abandoned sewer), including but not limited to trenching, backfill work and pavement work; such liability and indemnification shall exist for 20 years after acceptance by **DISTRICT**.
 - (c) Condition of the abandoned portion of the Existing Sewer quitclaimed to **DEVELOPER**, including but not limited to closure and backfilling.
13. **DISTRICT** agrees to hold **DEVELOPER** and its officers, agents, and employees harmless from all claims, demands, and costs and assume the defense of all actions for any damages or injuries arising out of the use, ownership, operation, or maintenance of the Sewer subsequent to the date of acceptance by **DISTRICT**. **DEVELOPER** shall remain liable for claims, demands, and costs arising from construction of the Sewer Relocation as provided in paragraph 12.
14. This Agreement shall not provide either **DEVELOPER** or its agents any right to sewer capacity in the **DISTRICT's** sewerage system, or waiver or reduction of any fee or charge which would otherwise be due to **DISTRICT**.
15. **DEVELOPER** waives and releases **DISTRICT** from any and all claims it now has or may hereafter have against **DISTRICT**, its officers, employees and agents arising from any delay by **DISTRICT**.
16. **DISTRICT's** Chief Engineer and General Manager may accept the Sewer Relocation and execute and deliver the Quitclaim Deed on behalf of **DISTRICT**, as contemplated in paragraph 6.

17. The parties hereto shall do such additional acts as may be deemed necessary by the parties to carry out the purpose of this Agreement.
18. This Agreement contains the entire agreement between the parties concerning the rights and obligations assumed in this Agreement. Any oral representations or modifications shall be of no force or effect, except for a subsequent modification in writing.
19. DEVELOPER designates John Vander Vliet and Patrick Crank of Tait and Associates whose address and telephone number are, 1100 Town and Country Road, Suite 1200, Orange, CA 92668, (714) 560-8200, respectively, to be its project managers. Any change is to be by prior written notification to DISTRICT.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year hereinabove first written.


APPROVED AS TO FORM:
KNAPP, MARSH, JONES & DORAN

COUNTY SANITATION DISTRICT NO. 5
OF LOS ANGELES COUNTY


District Counsel

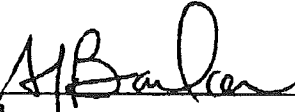

Chairperson
NOV 18 1998


ATTEST:

By: 
Secretary

ATTEST:

BOEING REALTY CORPORATION, a California
Corporation

By: 
Title
STEPHEN J. BARKER
DIRECTOR-BUSINESS OPERATIONS

By: 
Title
PHILIP W. CYBURT
VICE PRESIDENT
11/10/98

State of California

County of Los Angeles

On November 16, 1998 before me, Dely De Leon, Notary Public, personally appeared Phillip W. Cyburt personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



Dely De Leon

Document: Agreement between County Sanitation District No. 5 of Los Angeles County and Boeing Realty Corporation

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
County of LOS ANGELES

On November 18, 1998 before me, JAY SCHAFFMAN, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER-E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared DEE HARDISON AND PATRICIA S. GJERDE
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jay Schaffman
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☒ OTHER: Governmental Agency

DESCRIPTION OF ATTACHED DOCUMENT

Agreement for Relocation of 203rd Street Trunk Sewer
TITLE OR TYPE OF DOCUMENT

8-page agreement + 3 exhibits + notary acknowledgments
NUMBER OF PAGES

November 18, 1998
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(ES)

County Sanitation District No. 5
of Los Angeles County

Stephen J. Barker, Director-Business Operations
Philip W. Cyburt, Vice President, Boeing Realty Corporation
SIGNER(S) OTHER THAN NAMED ABOVE

Recording Requested By:

EXHIBIT B

(Owner Name)

(Street Address)

(City, State, Zip)

NOTICE OF COMPLETION

In accordance with the provisions of Civil Code Section 3093, (Owner Name), the owner of the work of improvement hereinafter described, hereby gives the following notice:

1. The date of completion of the work of improvement hereinafter described is (Completion Date).
2. The owner of the work of improvement is (Owner Name), (Owner Address).
3. The nature of the interest or estate of the owner is a fee interest.
4. The work of improvement is located all within (City and/or Unincorporated County of Los Angeles), California and is particularly described as follows:
(Street Name), consisting of approximately (Length of Sewer) linear feet of (Diameter of Sewer) inch diameter vitrified clay/reinforced concrete pipe and appurtenant structures beginning at the intersection of (Street) and (Street), then (Direction in Name of Street and End Point).
5. The name of the original contractor for the work of improvement is (All Contractors).

ATTEST:

(OWNER NAME)

By: _____
Title

By: _____
Title

203rd Street Trunk Sewer Relocation

EXHIBIT C

RECORDED REQUESTED BY:
COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY
1000 VANDERBILT HILL ROAD
P.O. BOX 4000
WATTFER, CA 90007-4000

WHEN RECORDED, MAIL TO ABOVE ADDRESS
ATTN: HARRY SPARRAT
PLANNING & PROPERTY
MANAGEMENT SECTION

**BILL OF SALE
GRANT OF EASEMENT**

For good and valuable consideration, receipt of which is hereby Acknowledged, **BOXING REALTY CORPORATION**, a California Corporation, grants to County Sanitation District No. 5 of Los Angeles County, a body corporate and politic, the following described property:

1. [Sewer system description and location.]
2. [Any easements.]

ATTEST:

BOXING REALTY CORPORATION, a
California Corporation

By: _____
Title

By: _____
Title

H:\CONTRACTS\PROPOSALS\203\data.spt

203rd Street Trunk Sewer Relocation